

RESIDENTIAL UNIT DEED

THIS INDENTURE, made May 18, 1998, between TRUMP CPS LLC, a limited liability company formed under the laws of the State of New York, having an office at c/o The Trump Organization 725 Fifth Avenue, New York, New York 10022 (the "Grantor") and Barrack 59th Street Partners, L.P. (the "Grantee"), having an address at 100 Central Park South, New York, New York 10019.

WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as TRUMP PARC EAST CONDOMINIUM and by the street number 100 Central Park South, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as **Residential Unit No. 14C** in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated April 2, 1998 and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on April 30, 1998, in Reel 2568, page 292, and also designated as **Tax Lot 7076** in Block 1011 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by David Gura, on April 20, 1998, and filed in the Real Property Assessment Department of the City of New York on April 28, 1998 as Condominium Plan No. 1018 also filed in the City Register's Office on April 30, 1998, as Condominium Map No. 5508. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof.

Together with an undivided **1.1133** percentage interest in the General Common Elements as such term is defined in the Declaration;

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, Floor Plans and the By-Laws of the Condominium (the "By-Laws"), as the same may be amended from time to time all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

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Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Residential Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

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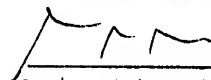
IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

TRUMP CPS LLC

By: Trump CPS Corp., Member

By:   
Abe Wallach, Vice President

Barrack 59th Street Partners, L.P.

 as attorney-in-fact  
for Thomas J. Baruck, Jr., as general partner

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On May 18, 1998, before me personally came Barrack 59th Street Partners, L.P. to me known, to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On May 18, 1998, before me personally came Abe Wallach, to me known, who being by me duly sworn, did depose and say that he resides at c/o The Trump Organization 725 Fifth Avenue, New York, New York, 10022, that he is the Vice President of Trump CPS Corp., a Member of Trump CPS LLC and in such capacity as Vice President of said corporation described in and which executed the foregoing instrument; he signed his name thereto by like order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

MAURICIO MALDONADO  
Notary Public, State of New York  
No. 01MA5010816  
Qualified in Westchester County 99  
Commission Expires March 29, 1999

On May 18, 1998, before me personally came BARRACK 59th STREET PARTNERS, L.P., to me personally known to be the person described and appointed attorney in fact and by a certain power of attorney executed by BARRACK 59th STREET PARTNERS, L.P. dated 4/15, 1998, and to be recorded in the Office of the New York City Register of New York County simultaneously with the foregoing instrument and acknowledged to me that he/she had executed the foregoing instrument as the act of the said BARRACK 59th STREET PARTNERS, L.P.

\_\_\_\_\_  
Notary Public

JOSEPH GREENE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 31-01GR452135  
Qualified in New York County  
My Commission Expires Aug. 31, 1998

EXHIBIT A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, constituting Block 1011, Lot 33, Section 4 on the Land Map of the City of New York, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Central Park south (formerly West 59<sup>th</sup> Street), with the westerly side of Avenue of the Americas (formerly 6<sup>th</sup> Avenue);

RUNNING THENCE westerly along said southerly side of Central Park south, 71 feet 6 inches;

THENCE southerly and parallel with Avenue of the Americas, 100 feet 5 inches to the center line of the block;

THENCE easterly along the center line of the block and parallel with Central Park South, 71 feet 6 inches to the westerly side of Avenue of the Americas;

THENCE northerly along the said westerly side of Avenue of the Americas, 100 feet 5 inches to the point or place of BEGINNING.

**CITY REGISTER RECORDING AND ENDORSEMENT PAGE  
- NEW YORK COUNTY -**

(This page forms part of the instrument)

Block(s) 1011  
Lot(s) 7074

Record & Return to: ROGERS & WELLS, ATTORNEYS AT LAW  
200 PARK AVE., N.Y., N.Y. 10166  
Title/Agent Company name: COMMONWEALTH LAND TITLE INS. CO.  
Title Company number: NY-980468M

**OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): \_\_\_\_\_

Mtge Tax Serial No. \_\_\_\_\_  
Mtge Amount \$ \_\_\_\_\_  
Taxable Amount \$ \_\_\_\_\_

Exemption (s) ☒ YES ☐ NO ☐

Type: ☒ [339EE] ☐ [255] ☐ [OTHER \_\_\_\_\_]

Dwelling Type: ☐ [1 or 2] ☐ [3] ☐ [4 or 5] ☐ [OVER 6]

**TAX RECEIVED ON ABOVE MORTGAGE ▼**

County (basic) \$ \_\_\_\_\_  
City (Add'l) \$ \_\_\_\_\_  
Spec Add'l \$ \_\_\_\_\_  
TASF \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
NYCTA \$ \_\_\_\_\_  
TOTAL TAX \$ \_\_\_\_\_

Apportionment Mortgage (s) ☒ YES ☐ NO ☐

Joy A. Bobrow, City Register

City Register Serial Number **037096**

Indexed By (s): [Signature] Verified By (s): [Signature]

Block(s) and Lot(s) verified by (s): [Signature]  
Address ☒ Tax Map ☐  
Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

Recording Fee 1 \$ 11.  
Affidavit Fee (C) \$ \_\_\_\_\_  
TP-584/582 Fee (Y) \$ \_\_\_\_\_  
RPTT Fee (R) \$ 25  
HPD-A ☒ HPD-C ☐

New York State Real Estate Transfer Tax ▼  
\$ 2342.10

Serial Number **010214** **10915**

New York City Real Property Transfer Tax  
Serial Number **R 8324**

New York State Gains Tax  
Serial Number \_\_\_\_\_

06-30-98 11:15  
DATE TIME  
CSMR RECPT  
06-30-98 11:15  
0024



**RECORDED IN NEW YORK COUNTY  
OFFICE OF THE CITY REGISTER**

1998 JUL 30 P 12:42

Witness My Hand and Official Seal

[Signature]  
City Register

CRCFMNS BPG 1/93